

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF
NEW YORK**

COR DEVELOPMENT COMPANY, LLC,

Plaintiff,

v.

TODD R. HOWE,

Defendant.

Civil Action No. 5:16-cv-1099
(TJM/TWD)

ANSWER OF DEFENDANT TODD R. HOWE

Richard J. Morvillo, Ellen Murphy and Stuart F. Pierson, counsel for defendant Todd R. Howe, who are admitted to practice in this Court for this case *pro hac vice*, respectfully submit this Answer to the Complaint of plaintiff COR Development Company, LLC ("COR" and "plaintiff").

General Denial

1. The defendant denies each and every factual allegation in the Complaint.
2. The defendant denies each and every claim in the Complaint.

Responses to Paragraphs of the Complaint

1. Defendant lacks knowledge or information sufficient to form a belief about this allegation; and it is, accordingly, denied.
2. Admitted.
3. As the alleged promissory note was not attached to the Complaint, defendant lacks

knowledge or information sufficient to form a belief about this allegation; and it is, accordingly, denied.

4. As the alleged amended promissory note was not attached to the Complaint, defendant lacks knowledge or information sufficient to form a belief about this allegation; and it is, accordingly, denied.
5. As the alleged amended promissory note was not attached to the Complaint, defendant lacks knowledge or information sufficient to form a belief about this allegation; and it is, accordingly, denied.
6. As the alleged amended promissory note was not attached to the Complaint, defendant lacks knowledge or information sufficient to form a belief about this allegation; and it is, accordingly, denied.
7. Admitted that Defendant has not made payments pursuant to any obligation to Plaintiff.
8. Denied.
9. Denied.

Defenses

1. The Court lacks subject matter jurisdiction of this case.
2. The Court lacks personal jurisdiction of the defendant.
3. The complaint fails to state a claim upon which relief can be granted.
4. The complaint fails to attach the alleged notes.
5. Any debt owed by the defendant to the plaintiff was extinguished in an accord and satisfaction.
6. The plaintiff is estopped to assert the claims set forth in the Complaint.

7. The plaintiff has waived any claim against the defendant.
8. Plaintiff's purported loan was illegal, as it was part of an illegal conspiracy to deprive the public of its intangible right to honest services of an employee of the State of New York by soliciting and giving bribes and gratuities.
9. COR's attempt in June 2016 to negotiate a check purportedly issued by the defendant, dated December 28, 2015, was knowingly and legally a vacant, illegal and ineffective act, purporting to demand payment for a non-existent debt.

WHEREFORE, Defendants demands judgment in his favor, plus the reasonable costs and attorneys' fees incurred in defending this action.

Jury Demand

10. Defendant demands a jury trial.

Respectfully submitted,

/s/ Stuart F. Pierson

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